

DEPARTMENT OF INDUSTRIAL RELATIONS
 Division of Labor Statistics and Research
 455 Golden Gate Avenue, 9th Floor
 San Francisco, CA 94102

MAILING ADDRESS:
 P. O. Box 420603
 San Francisco, CA 94142-0603



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
 REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

INTERIM DETERMINATION FOR THE CRAFT OF #ROOFER

Issue Date: September 30, 2005

Expiration date of determination: January 31, 2006** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

Localities: All localities within Alameda, Contra Costa, Marin, Napa, San Benito, Solano, and Sonoma Counties.

This determination applies only to projects advertised for bids on or after October 10, 2005. These rates supersede the Roofer wage rates issued in the following General Prevailing Wage Determinations: ALA-2005-2, CON-2005-2, MAR-2005-2, NAP-2005-2, SBE-2005-2, SOL-2005-2, and SON-2005-2.

| Craft | Basic Hourly Rate | Employer Payments | | | | | Straight-Time | | Overtime Hourly Rate | | |
|---|-------------------------|--------------------------|---------|----------------------------|----------|--------------------|---------------|-------------------------|----------------------|---------------------------------|-----------------------------|
| | | Health And Welfare | Pension | Vacation And Holiday | Training | Other ^a | Hours | Total Hourly Rate | Daily (1½ X) | Saturday ^b (1½ X) | Sunday/ Holiday (2 X) |
| #Roofer | \$25.90 | \$5.79 | \$3.25 | \$3.11 | \$0.30 | \$0.35 | 8.0 | \$38.70 | \$51.65 | \$51.65 | \$64.60 |
| Bitumastic, Enameler, Pipe Wrapper Coal Tar Pitch Build-Up | \$27.90 | \$5.79 | \$3.25 | \$3.11 | \$0.30 | \$0.35 | 8.0 | \$40.70 | \$54.65 | \$54.65 | \$68.60 |
| Mastic Worker, Kettleman | \$26.15 | \$5.79 | \$3.25 | \$3.11 | \$0.30 | \$0.35 | 8.0 | \$38.95 | \$52.025 | \$52.025 | \$65.10 |

#Indicates an apprenticeable craft. Please refer to the roofer interim apprentice schedule issued September 30, 2005.

** Effective February 1, 2006, there will be an increase of \$0.75 to be allocated to wages and/or fringes. Effective August 1, 2006, there will be an increase of \$1.25 to be allocated to wages and/or fringes. Effective August 1, 2007, there will be an increase of \$1.25 to be allocated to wages and/or fringes. Effective August 1, 2008, there will be an increase of \$1.00 to be allocated to wages and/or fringes. Effective August 1, 2009, there will be an increase of \$1.00 to be allocated to wages and/or fringes.

^a Includes an amount for Promotion Fund and Labor-Management Trust.

^b Saturday in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

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September 30, 2005

**IMPORTANT NOTICE TO AWARDING BODIES
 AND ALL INTERESTED PARTIES REGARDING CHANGES IN
 THE GENERAL PREVAILING WAGE APPRENTICE DETERMINATION**

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF ROOFER

LOCALITY: All localities within Alameda, Contra Costa, Marin, Napa, San Benito, Solano, and Sonoma Counties.

JOURNEYMAN DETERMINATION REFERENCE: Please refer to the roofer interim determination issued September 30, 2005.

These rates supersede the Electrician apprentice rates issued in the following General Prevailing Wage Apprentice Schedules: ALA-2005-2, CON-2005-2, MAR-2005-2, NAP-2005-2, SBE-2005-2, SOL-2005-2, and SON-2005-2.

PERIODIC WAGE PERCENTAGE PROGRESSIONS

EMPLOYER PAYMENTS

| Classification | 1 st Period | 2 nd Period | 3 rd Period | 4 th Period | 5 th Period | 6 th Period | 7 th Period | Health and Welfare | Pension | Vacation and Holiday | Training | Other |
|----------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|--------------------------|---------|----------------------------|----------|-------|
| Roofer | A 45% | A 48% | A 50% | A 55% | A 65% | A 75% | A 90% | B | C | D | Full | Full |

- A) The duration per period is 6 Months. To obtain the hourly wage contact the Division of Apprenticeship Standards.
- B) For first step contact the Division of Apprenticeship Standards. The remaining steps receive the full amount.
- C) To obtain the amount for Pension contact the Division of Apprenticeship Standards.
- D) To obtain the amount for Vacation and Holiday, contact the Division of Apprenticeship Standards.

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ADDRESS REPLY TO:

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San Francisco



HOLIDAY PROVISIONS

FOR

ROOFER
(ALL CLASSIFICATIONS)

IN

ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN BENITO, SOLANO
AND SONOMA COUNTIES

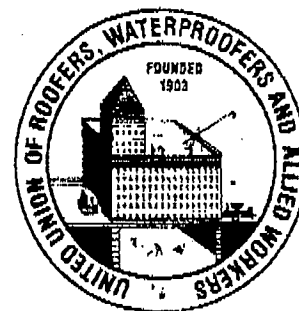
ROOFING INDUSTRY JOINT BOARDS AND COMMITTEES

232-81-1



8301 EDGEWATER DRIVE, OAKLAND, CALIFORNIA 94621

TELEPHONE (510) 835-8800



August 1, 2005

AGREEMENT

The following modifications to the 2000-2005 Working Agreement between Associated Roofing Contractors of the Bay Area Counties, Inc. and Local Union No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, have been mutually agreed to, effective August 1, 2005:

1. A five-year Agreement: August 1, 2005 to July 31, 2010.
2. Establish a uniform apprenticeship training contribution of \$0.30 per hour for Journeymen and all apprenticeship brackets. The entire \$0.30 per hour contribution amount for the first apprenticeship bracket shall be allocated to a special fund for purposes of acquiring a training center. For all other apprenticeship brackets, and for Journeymen, \$0.10 only of the total hourly apprenticeship training contribution shall be allocated to a special fund for purposes of acquiring a training center.
3. Add a new Article establishing the East Bay Roofers Labor-Management Trust and set a uniform contribution of \$0.10 per hour for Journeymen and all apprenticeship brackets. The primary purposes of the Trust are to enforce the terms of this Agreement and to preserve and protect work opportunities for signatory roofing contractors and the union craftsmen they employ.
4. Increase the hourly wage rate for Journeymen (Class Code "J") by \$1.50 per hour, allocated as follows: \$1.25 to wages and \$0.25 to pension. Effective February 1, 2006 there will be a Journeyman increase of \$0.75 per hour. Effective August 1, 2006 there will be a Journeyman increase of \$1.25 per hour. Effective August 1, 2007 there will be a Journeyman increase of \$1.25 per hour. Effective August 1, 2008 there will be a Journeyman increase of \$1.00 per hour. Effective August 1, 2009 there will be a Journeyman increase of \$1.00 per hour. Effective August 1, 2005 wage and fringe contribution rates for Journeymen will be as follows:

| <u>Date</u> | <u>Wage Rate</u> | <u>Vacation</u> | <u>H & W</u> | <u>Pension</u> | <u>Appr. Trng.</u> | <u>Pro. Fund</u> | <u>Labor-Mgt. Trust</u> | <u>Total</u> |
|-------------|------------------|-----------------|------------------|----------------|--------------------|------------------|-------------------------|--------------|
| 8/1/2005 | \$25.90 | \$3.11 | \$5.79 | \$3.25 | \$0.30 | \$0.25 | \$0.10 | \$38.70 |
| 2/1/2006 | | | | | \$0.30 | \$0.25 | \$0.10 | \$39.45 |
| 8/1/2006 | | | | | \$0.30 | \$0.25 | \$0.10 | \$40.70 |
| 8/1/2007 | | | | | \$0.30 | \$0.25 | \$0.10 | \$41.95 |
| 8/1/2008 | | | | | \$0.30 | \$0.25 | \$0.10 | \$42.95 |
| 8/1/2009 | | | | | \$0.30 | \$0.25 | \$0.10 | \$43.95 |

5. Establish new percentages associated with each bracket of apprenticeship; a vacation contribution of \$1.10 per hour in all apprenticeship brackets; a promotion fund contribution of \$0.25 per hour in apprenticeship brackets 1, 2 and 3; and a health and welfare contribution of \$1.17 per hour in



the first bracket of apprenticeship. The health and welfare contribution rate in the first bracket of apprenticeship shall increase to \$1.44 per hour effective August 1, 2006; to \$1.71 per hour effective August 1, 2007; to \$1.98 per hour effective August 1, 2008; and to \$2.25 per hour effective August 1, 2009.

The following Schedule A contains the appropriate wage and fringe contribution rates for apprentices indentured, assigned to or advancing between brackets on or after August 1, 2005:

Schedule A

| <u>Bracket</u> | <u>Code</u> | <u>Wages-Percent of</u> | <u>Vacation</u> | <u>H&W</u> | <u>Pension</u> | <u>Appr.</u> | <u>Pro.</u> | <u>Labor-Mgt.</u> | <u>Total</u> |
|------------------------|-------------|-------------------------|-----------------|----------------|----------------|--------------|-------------|-------------------|--------------|
| | | <u>Journeyman Wage</u> | | | | <u>Trng.</u> | <u>Fund</u> | <u>Trust</u> | |
| 1 st 6 mos. | 1-C | 45% \$11.66 | \$1.10 | \$1.17 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$14.68 |
| 2 nd 6 mos. | 2-C | 48% \$12.43 | \$1.10 | \$5.79 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$20.07 |
| 3 rd 6 mos. | 3-C | 50% \$12.95 | \$1.10 | \$5.79 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$20.59 |
| 4 th 6 mos. | 4-C | 55% \$14.25 | \$1.10 | \$5.79 | \$0.60 | \$0.30 | \$0.25 | \$0.10 | \$22.39 |
| 5 th 6 mos. | 5-C | 65% \$16.84 | \$1.10 | \$5.79 | \$1.10 | \$0.30 | \$0.25 | \$0.10 | \$25.48 |
| 6 th 6 mos. | 6-C | 75% \$19.43 | \$1.10 | \$5.79 | \$1.60 | \$0.30 | \$0.25 | \$0.10 | \$28.57 |
| Master Appr. | 7-C | 90% \$23.31 | \$1.10 | \$5.79 | \$2.10 | \$0.30 | \$0.25 | \$0.10 | \$32.95 |

6. Increase the hourly premium for 1st Foreman (crews of 3 or more) to \$3.00 per hour and increase the hourly premium for Additional Foreman, Foreman on crews of 3 or less and Shingler Foreman to \$0.75 per hour.
8. Amend existing Article I (Scope of Work) to include epoxy injection.
9. Amend existing Article V (Union Security and Employment) to provide that notwithstanding the Alcohol and Drug Policy adopted May 12, 1992, employers who elect to conduct pre-employment alcohol and drug screening shall utilize "instant" tests, unless government mandates or contractual requirements call for the use of non-instant tests. Prospective employees whose "instant" test results are negative shall be put to work, if otherwise eligible for hire. Prospective employees whose "instant" test results are inconclusive shall be re-tested under the terms, conditions and procedures specified in the Alcohol and Drug Policy adopted May 12, 1992.
10. Amend Section 4 of existing Article VII (Licensing, Workers' Compensation Insurance and Safety) to substitute the term "general liability" for the term "workers' compensation".
11. Incorporate existing Addendum Eight (ADR) into the body of the Working Agreement as new Section 5 of existing Article VII (Licensing, Workers' Compensation Insurance and Safety).
12. Amend Section 1 of existing Article VIII (Holidays), to recognize Presidents' Day rather than Washington's Birthday as a Legal Holiday.

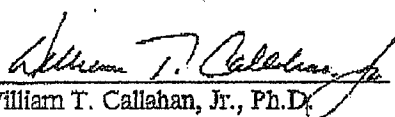
13. Amend Section 5 of existing Article XII (Travel) to state that when overnight lodging is necessary, employer-paid hotel rooms of not less than Motel 6 quality, two persons per room, shall be provided.
14. Amend Section 6 of existing Article XII (Travel) to provide for mileage reimbursement at the rate established annually by the Internal Revenue Service.
15. Amend Section 6 of existing Article XII (Travel) by adding a new subsection (b) to provide that if the Individual Employer directs the employee to use his or her personal vehicle to report to the job site and free parking is not available, the Individual Employer shall designate one or more approved paid parking locations. If the employee utilizes an approved parking location, the Individual Employer upon the submission of a valid receipt shall reimburse the employee's actual parking expense. Necessary bridge tolls paid by the employee shall also be reimbursed by the Individual Employer upon the submission of a valid receipt.
16. Amend existing Article XXI (Apprenticeship Training) to provide for establishing a special joint oversight committee to assist the JATCs to improve the training program, address the specific concerns voiced by Local 81 during negotiations and manage the process of acquiring a training center.
17. Amend existing Article XXIII (Bonding) to increase the minimum amount of the required fringe fund bond to \$25,000 and to provide for discussing with the Local ways and means of ensuring that all signatory contractors comply with this requirement.
18. Delete existing Article XXX (Jurisdictional Disputes) in its entirety.
19. Delete existing Addendum Nine and the associated Memorandum of Understanding pertaining to the negotiation of the ADR Agreement.

The remainder of our present Working Agreement for the Local 81 area is to remain unchanged, except as it may need to be modified to conform to the items contained herein.

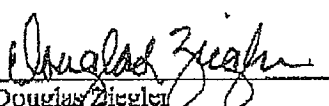
ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.

ROOFERS LOCAL UNION NO. 81,
UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO

By:


William T. Callahan, Jr., Ph.D.
Executive Secretary

By:


Douglas Zigler
Business Representative

232-81-1

WORKING AGREEMENT

between

RECEIVED
Department of Industrial Relations

OCT 08 2004

Div. of Labor Statistics & Research
Chief's Office

LOCAL NO. 81

of the

**UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO**

and

**ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.**

AUGUST 1, 2000 – JULY 31, 2005

ARTICLE VII Licensing, Workers' Compensation Insurance and Safety

Section 1. In the event Employers are not properly licensed, or do not operate in accordance with this Agreement, or do not carry adequate Workers' Compensation Insurance, or do not operate in full compliance with the Fair Trade Act and Unfair Practices Act, do not maintain a recognized place of business, as hereinafter defined, and a telephone, or any or all of them, it shall not be a violation of this Agreement for the Local Union to refuse to dispatch people or for any employee to refuse to work for such Employers.

Section 2. Employees shall not be required to work for Employers unless said Employer's insurance carrier has filed with the Local Union a certificate of workers' compensation insurance. The certificates of compensation insurance may be forwarded through the Association's office and shall be available for inspection by the Local Union.

Section 3. No employee shall be required to work under conditions or to use any material or equipment that is or are unsafe, dangerous or injurious to human life, health or limb. In the event of a dispute as to the requirements of this Section no employee shall be required to work under protested conditions or with protested material or equipment until the dispute shall have been resolved by an Inspector from the Division of Industrial Safety of the Department of Industrial Relations of the State of California, or corresponding agency of the Federal Government, or through the grievance procedures of this Agreement.

Section 4. The Association and the Local Union mutually agree that a joint Association - Local Union Committee will be convened to study the concept of forming a union roofing contractor only workers' compensation insurance pool. The Committee will report its findings and conclusions not later than August 1, 2001.

Section 5. The Employer is to provide drinking water containers and drinking utensils as required by OSHA.

Section 6. The Employer will provide fall protection as required by the California Construction Industry Safety Orders and, where appropriate, instruction in the use of required fall protection equipment.

ARTICLE VIII Holidays

Section 1. All Saturdays and Sundays shall be recognized Holidays, in addition to the following Legal Holidays recognized and observed within the area covered by this Agreement: New Year's Day, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.

Section 2. No overtime shall be worked on Saturday, Sunday or on the Holidays, including but not limited to Labor Day, specified in this Agreement except in cases of extreme emergency when, by mutual consent of both parties hereto, such emergency work is permitted, and in all cases where such necessary emergency work is permitted, the applicable overtime rate shall be paid.

ARTICLE IX Liability and Separability

Section 1. Neither the Association nor the Employers nor the Local Union shall be liable for damages caused by the acts or conduct of any individual or any group of individuals acting in violation of the terms of this Agreement without authority of the Association or the Employers or the Local Union respectively.

Section 2. It is not the intent of any party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

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ADDRESS REPLY TO:

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*P.O. Box 420603
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SCOPE OF WORK PROVISIONS

FOR

ROOFER
(ALL CLASSIFICATIONS)

IN

ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN BENITO, SOLANO
AND SONOMA COUNTIES

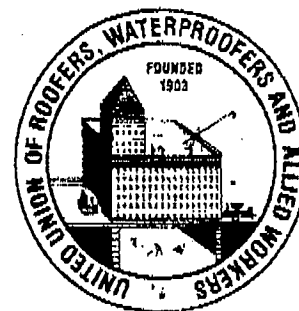
ROOFING INDUSTRY JOINT BOARDS AND COMMITTEES

232-81-1



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TELEPHONE (510) 835-8800



August 1, 2005

AGREEMENT

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3. Add a new Article establishing the East Bay Roofers Labor-Management Trust and set a uniform contribution of \$0.10 per hour for Journeymen and all apprenticeship brackets. The primary purposes of the Trust are to enforce the terms of this Agreement and to preserve and protect work opportunities for signatory roofing contractors and the union craftsmen they employ.
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| <u>Date</u> | <u>Wage Rate</u> | <u>Vacation</u> | <u>H & W</u> | <u>Pension</u> | <u>Appx. Trng.</u> | <u>Pro. Fund</u> | <u>Labor-Mgt. Trust</u> | <u>Total</u> |
|-------------|------------------|-----------------|------------------|----------------|--------------------|------------------|-------------------------|--------------|
| 8/1/2005 | \$25.90 | \$3.11 | \$5.79 | \$3.25 | \$0.30 | \$0.25 | \$0.10 | \$38.70 |
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the first bracket of apprenticeship. The health and welfare contribution rate in the first bracket of apprenticeship shall increase to \$1.44 per hour effective August 1, 2006; to \$1.71 per hour effective August 1, 2007; to \$1.98 per hour effective August 1, 2008; and to \$2.25 per hour effective August 1, 2009.

The following Schedule A contains the appropriate wage and fringe contribution rates for apprentices indentured, assigned to or advancing between brackets on or after August 1, 2005:

Schedule A

| <u>Bracket</u> | <u>Code</u> | <u>Wages-Percent of</u> | | <u>Vacation</u> | <u>H&W</u> | <u>Pension</u> | <u>Appr. Trng.</u> | <u>Pro. Fund</u> | <u>Labor-Mgt. Trust</u> | <u>Total</u> |
|------------------------|-------------|-------------------------|---------|-----------------|----------------|----------------|--------------------|------------------|-------------------------|--------------|
| 1 st 6 mos. | 1-C | 45% | \$11.66 | \$1.10 | \$1.17 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$14.68 |
| 2 nd 6 mos. | 2-C | 48% | \$12.43 | \$1.10 | \$5.79 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$20.07 |
| 3 rd 6 mos. | 3-C | 50% | \$12.95 | \$1.10 | \$5.79 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$20.59 |
| 4 th 6 mos. | 4-C | 55% | \$14.25 | \$1.10 | \$5.79 | \$0.60 | \$0.30 | \$0.25 | \$0.10 | \$22.39 |
| 5 th 6 mos. | 5-C | 65% | \$16.84 | \$1.10 | \$5.79 | \$1.10 | \$0.30 | \$0.25 | \$0.10 | \$25.48 |
| 6 th 6 mos. | 6-C | 75% | \$19.43 | \$1.10 | \$5.79 | \$1.60 | \$0.30 | \$0.25 | \$0.10 | \$28.57 |
| Master Appr. | 7-C | 90% | \$23.31 | \$1.10 | \$5.79 | \$2.10 | \$0.30 | \$0.25 | \$0.10 | \$32.95 |

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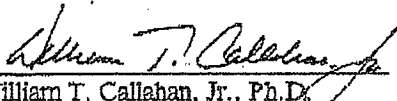
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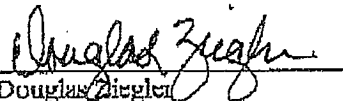
ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.

ROOFERS LOCAL UNION NO. 81,
UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO

By:


William T. Callahan, Jr., Ph.D.
Executive Secretary

By:


Douglas Ziegler
Business Representative

Supersedes LJA 81
(232-81-1)

UNITED UNION OF ROOFERS, WATERPROOFERS & ALLIED WORKERS

LOCAL NO. 81

1996-2000

RECEIVED
Department of Industrial Relations

DEC 17 1996

Div. of Labor Statistics & Research
Chief's Office

DEC 17 1996

AGREEMENT

Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT is entered into effective August 1, 1996, by and between the ASSOCIATED ROOFING CONTRACTORS OF THE BAY AREA COUNTIES, INC. (for and on behalf of its members who have authorized it or who subsequently authorize it to represent them in labor relations and those other firms who have executed authorizations or who subsequently execute authorizations for the Association to represent them in labor relations) and such other persons, firms or corporations as may become parties to this Agreement, and Local No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO.

If any Employer who has executed this Agreement is not a member of the Association or has not executed an Authorization for labor negotiations, then such Employer agrees that the Association shall act for and on behalf of such Employer in the appointment and/or election of Employer representatives to the Joint Area Conference Board, the Local Area Adjustment Board, and the Joint Examination Board and, with respect to any Trust Funds to which such Employer is required to contribute by this Agreement, for and on behalf of such Employer with respect to the appointment and/or election of Employer Trustees to the respective Boards of Trustees and with respect to amendments and changes to the Agreements and Declarations of Trust.

The term "Association" as used in this Agreement refers to Associated Roofing Contractors of the Bay Area Counties, Inc.

The term "Employer" or "Individual Employers" as used in this Agreement refers to (1) the members of the Association authorizing the Association to represent them in labor relations, (2) the other firms authorizing the Association to represent them in labor relations, and (3) any other person, firm or corporation which may become a party to this Agreement.

The term "Local Union" as used in this Agreement, unless otherwise expressly required by the context, refers to Local No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO.

The term "Union" or "International Union" as used in this Agreement, unless otherwise expressly required by the context, refers to the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO.

ARTICLE I
Scope of Work

1. Slate and Tile roofers shall include in their work jurisdiction the following work processes and types of materials:

All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make watertight;

All tile where used for roofing of any size, shape or color, including

flat or promenade tile, with necessary metal flashing to make watertight;
All asbestos shingles where used for roofing of any size, shape or color, and in any manner laid, with necessary metal flashing to make watertight;
All cementing in, on or around the said slate or tile roof;
All laying of felt or paper beneath the above-mentioned work;
All dressing, punching and cutting of all roof slate or tile;
All operation of slate cutting or punching machinery;
All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile, shingles of composition and wood and metal tile;
All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.

2. Composition roofers shall include in their work jurisdiction the following work processes and types of materials:

All forms of plastic, slate, slag, gravel or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane;
All kinds of asphalt and composition roofing and waterproofing;
All base flashings, curb flashings, and counter flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces;
All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, lath, roof cement and reinforcements, caulking and sealants;
All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing;
All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing and/or waterproofing;
All rock asphalt and composition roofing;
All rock asphalt mastic when used for damp and waterproofing;
All prepared paper roofing;
All mineral surfaced roofing, including 90 lb. and SIS, whether nailed, mopped with bitumen, or applied with mastic or adhesive;
All compressed paper, chemically prepared paper and burlap when used for roofing, or damp and waterproofing purposes, with or without coating;
All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck;

All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of any structure;
All damp course, sheeting or coating on all foundation work;
All tarred floors;
All waterproofing of shower pans and/or stalls;
All laying of tile or brick, when laid in pitch, tar, asphalt, mastic, marmolite, or any form of bitumen;
All forms of insulation used as part of or in connection with roofing, waterproofing or dampproofing;
All forms of composite insulations having nailable surfaces (e.g.

plywood, pressboard, chipboard, drywall, or other laminates are used as an integral thermal insulating component of the roofing system;
All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage;
All types of coatings, toppings and finishes used on the roof surfaces;
All types of aggregates, stones, bricks, blocks or pavers used as a ballast or protection for composition and Inverted Roof Membrane Assembly (IRMA) roofs.

3. All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to:

PVC (polyvinyl chloride systems)

Butyl Rubber

PIB (polyisobutylene)

EPDM (ethylene propylene diene monomer)

CPE (chlorinated polyethylene)

CSPE (chlorosulfonated polyethylene)

Modified bitumens

Neoprene

All base flashings, curb flashings and counter flashings of elasto-plastic composition as outlined above used to roof or waterproof intersections of horizontal surfaces;

All components of elasto-plastic roofing systems used to seal the roof, including but not limited to, compression seals, termination bars, caulking and sealants;

All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives;

All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulations wherever such composite insulations are used as an integral thermal insulation component of the roofing system;

All types of aggregates, blocks, bricks, stones, or pavers used to ballast or protect these elastoplastic systems;

All sealing and caulking of seams and joints on these elastoplastic systems to ensure water tightness;

All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller, or spray equipment, whether applied inside or outside of a building;

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure;

All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three knot brush, squeegee, spray systems or any other means of application;

All types of pre-formed panels used in waterproofing;

All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations;

All handling of roofing, damp and waterproofing materials;

All hoisting and storing of roofing, damp and waterproofing materials;

All types of spray-in-place foams such as urethane, polyurethane, or

polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them;
All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs;
All wrapping and/or coating or underground piping with bitumastic enamel or cold process, polykin tape, topcoat or other asphaltic coating or tapes. Preparation of surface by sand blasting or wire brushing.
All operation of jeeper or holiday detectors;
All materials laminated to roofing and/or insulations systems.

4. All tear-off and/or removal of any type of roofing, al spudding sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any materials and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in this Article.

5. All substitutions, improvements, changes, modification and/or alternatives to the jurisdiction or materials set out in this Article;

6. All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

ARTICLE II

Coverage of Employees

This Agreement shall cover all employees of Employers performing the work set out in ARTICLE I and shall constitute and be the first assignment of such work to such employees.

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
CA 94142-0603

San Francisco



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ROOFER
(ALL CLASSIFICATIONS)

IN

ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN BENITO, SOLANO
AND SONOMA COUNTIES

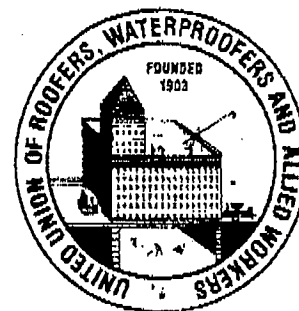
ROOFING INDUSTRY JOINT BOARDS AND COMMITTEES

232-81-1



8301 EDGEWATER DRIVE, OAKLAND, CALIFORNIA 94621

TELEPHONE (510) 835-8800



August 1, 2005

AGREEMENT

The following modifications to the 2000-2005 Working Agreement between Associated Roofing Contractors of the Bay Area Counties, Inc. and Local Union No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, have been mutually agreed to, effective August 1, 2005:

1. A five-year Agreement: August 1, 2005 to July 31, 2010.
2. Establish a uniform apprenticeship training contribution of \$0.30 per hour for Journeymen and all apprenticeship brackets. The entire \$0.30 per hour contribution amount for the first apprenticeship bracket shall be allocated to a special fund for purposes of acquiring a training center. For all other apprenticeship brackets, and for Journeymen, \$0.10 only of the total hourly apprenticeship training contribution shall be allocated to a special fund for purposes of acquiring a training center.
3. Add a new Article establishing the East Bay Roofers Labor-Management Trust and set a uniform contribution of \$0.10 per hour for Journeymen and all apprenticeship brackets. The primary purposes of the Trust are to enforce the terms of this Agreement and to preserve and protect work opportunities for signatory roofing contractors and the union craftsmen they employ.
4. Increase the hourly wage rate for Journeymen (Class Code "J") by \$1.50 per hour, allocated as follows: \$1.25 to wages and \$0.25 to pension. Effective February 1, 2006 there will be a Journeyman increase of \$0.75 per hour. Effective August 1, 2006 there will be a Journeyman increase of \$1.25 per hour. Effective August 1, 2007 there will be a Journeyman increase of \$1.25 per hour. Effective August 1, 2008 there will be a Journeyman increase of \$1.00 per hour. Effective August 1, 2009 there will be a Journeyman increase of \$1.00 per hour. Effective August 1, 2005 wage and fringe contribution rates for Journeymen will be as follows:

| <u>Date</u> | <u>Wage Rate</u> | <u>Vacation</u> | <u>H & W</u> | <u>Pension</u> | <u>Appr. Trng.</u> | <u>Pro. Fund</u> | <u>Labor-Mgt. Trust</u> | <u>Total</u> |
|-------------|------------------|-----------------|------------------|----------------|--------------------|------------------|-------------------------|--------------|
| 8/1/2005 | \$25.90 | \$3.11 | \$5.79 | \$3.25 | \$0.30 | \$0.25 | \$0.10 | \$38.70 |
| 2/1/2006 | | | | | \$0.30 | \$0.25 | \$0.10 | \$39.45 |
| 8/1/2006 | | | | | \$0.30 | \$0.25 | \$0.10 | \$40.70 |
| 8/1/2007 | | | | | \$0.30 | \$0.25 | \$0.10 | \$41.95 |
| 8/1/2008 | | | | | \$0.30 | \$0.25 | \$0.10 | \$42.95 |
| 8/1/2009 | | | | | \$0.30 | \$0.25 | \$0.10 | \$43.95 |

5. Establish new percentages associated with each bracket of apprenticeship; a vacation contribution of \$1.10 per hour in all apprenticeship brackets; a promotion fund contribution of \$0.25 per hour in apprenticeship brackets 1, 2 and 3; and a health and welfare contribution of \$1.17 per hour in

Local 81 Agreement
August 1, 2005
Page 1 of 3



the first bracket of apprenticeship. The health and welfare contribution rate in the first bracket of apprenticeship shall increase to \$1.44 per hour effective August 1, 2006; to \$1.71 per hour effective August 1, 2007; to \$1.98 per hour effective August 1, 2008; and to \$2.25 per hour effective August 1, 2009.

The following Schedule A contains the appropriate wage and fringe contribution rates for apprentices indentured, assigned to or advancing between brackets on or after August 1, 2005:

Schedule A

| <u>Bracket</u> | <u>Code</u> | <u>Wages-Percent of</u> | <u>Journeyman Wage</u> | <u>Vacation</u> | <u>H&W</u> | <u>Pension</u> | <u>Appr. Trng.</u> | <u>Pro. Fund</u> | <u>Labor-Mgt. Trust</u> | <u>Total</u> |
|------------------------|-------------|-------------------------|------------------------|-----------------|----------------|----------------|--------------------|------------------|-------------------------|--------------|
| 1 st 6 mos. | 1-C | 45% | \$11.66 | \$1.10 | \$1.17 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$14.68 |
| 2 nd 6 mos. | 2-C | 48% | \$12.43 | \$1.10 | \$5.79 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$20.07 |
| 3 rd 6 mos. | 3-C | 50% | \$12.95 | \$1.10 | \$5.79 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$20.59 |
| 4 th 6 mos. | 4-C | 55% | \$14.25 | \$1.10 | \$5.79 | \$0.60 | \$0.30 | \$0.25 | \$0.10 | \$22.39 |
| 5 th 6 mos. | 5-C | 65% | \$16.84 | \$1.10 | \$5.79 | \$1.10 | \$0.30 | \$0.25 | \$0.10 | \$25.48 |
| 6 th 6 mos. | 6-C | 75% | \$19.43 | \$1.10 | \$5.79 | \$1.60 | \$0.30 | \$0.25 | \$0.10 | \$28.57 |
| Master Appr. | 7-C | 90% | \$23.31 | \$1.10 | \$5.79 | \$2.10 | \$0.30 | \$0.25 | \$0.10 | \$32.95 |

6. Increase the hourly premium for 1st Foreman (crews of 3 or more) to \$3.00 per hour and increase the hourly premium for Additional Foreman, Foreman on crews of 3 or less and Shingler Foreman to \$0.75 per hour.
8. Amend existing Article I (Scope of Work) to include epoxy injection.
9. Amend existing Article V (Union Security and Employment) to provide that notwithstanding the Alcohol and Drug Policy adopted May 12, 1992, employers who elect to conduct pre-employment alcohol and drug screening shall utilize "instant" tests, unless government mandates or contractual requirements call for the use of non-instant tests. Prospective employees whose "instant" test results are negative shall be put to work, if otherwise eligible for hire. Prospective employees whose "instant" test results are inconclusive shall be re-tested under the terms, conditions and procedures specified in the Alcohol and Drug Policy adopted May 12, 1992.
10. Amend Section 4 of existing Article VII (Licensing, Workers' Compensation Insurance and Safety) to substitute the term "general liability" for the term "workers' compensation".
11. Incorporate existing Addendum Eight (ADR) into the body of the Working Agreement as new Section 5 of existing Article VII (Licensing, Workers' Compensation Insurance and Safety).
12. Amend Section 1 of existing Article VIII (Holidays), to recognize Presidents' Day rather than Washington's Birthday as a Legal Holiday.

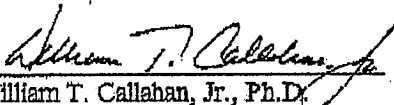
13. Amend Section 5 of existing Article XII (Travel) to state that when overnight lodging is necessary, employer-paid hotel rooms of not less than Motel 6 quality, two persons per room, shall be provided.
14. Amend Section 6 of existing Article XII (Travel) to provide for mileage reimbursement at the rate established annually by the Internal Revenue Service.
15. Amend Section 6 of existing Article XII (Travel) by adding a new subsection (b) to provide that if the Individual Employer directs the employee to use his or her personal vehicle to report to the job site and free parking is not available, the Individual Employer shall designate one or more approved paid parking locations. If the employee utilizes an approved parking location, the Individual Employer upon the submission of a valid receipt shall reimburse the employee's actual parking expense. Necessary bridge tolls paid by the employee shall also be reimbursed by the Individual Employer upon the submission of a valid receipt.
16. Amend existing Article XXI (Apprenticeship Training) to provide for establishing a special joint oversight committee to assist the JATCs to improve the training program, address the specific concerns voiced by Local 81 during negotiations and manage the process of acquiring a training center.
17. Amend existing Article XXIII (Bonding) to increase the minimum amount of the required fringe fund bond to \$25,000 and to provide for discussing with the Local ways and means of ensuring that all signatory contractors comply with this requirement.
18. Delete existing Article XXX (Jurisdictional Disputes) in its entirety.
19. Delete existing Addendum Nine and the associated Memorandum of Understanding pertaining to the negotiation of the ADR Agreement.

The remainder of our present Working Agreement for the Local 81 area is to remain unchanged, except as it may need to be modified to conform to the items contained herein.

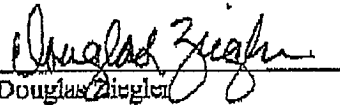
ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.

ROOFERS LOCAL UNION NO. 81,
UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO

By:


William T. Callahan, Jr., Ph.D.
Executive Secretary

By:


Douglas Ziegler
Business Representative

232-81-1

WORKING AGREEMENT

between

RECEIVED
Department of Industrial Relations

OCT 08 2004

Div. of Labor Statistics & Research
Chief's Office

LOCAL NO. 81

of the

**UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO**

and

**ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.**

AUGUST 1, 2000 – JULY 31, 2005

ARTICLE XII

Travel

Section 1. Employees may be instructed by the Individual Employer to report directly to the job-site. Employees who are instructed to report directly to a job-site within the free zone shall receive no travel time, expense reimbursement or auto mileage allowance. All employees required to report to the shop shall be compensated at the employee's applicable wage rate.

If an employee elects to report to the employer's shop to receive transportation in a company vehicle to and/or from the job-site within the free zone, the employee will receive no travel time or expense allowance. Time spent for traveling beyond the free zone shall be paid at the employee's applicable wage rate only. If such traveling occurs during an overtime period, the applicable overtime wage rate shall be paid.

When employees are transported in vehicles furnished by the Individual Employer, such transportation shall be safe and lawful. When traveling in an Individual Employer's vehicle outside the city limits of the Individual Employer's shop, employees are to be protected from wind and rain.

Section 2.

- (a) Employees shall be compensated for the actual time spent driving trucks from the Individual Employer's shop to the first job-site, or to the first stop on the way to the first job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and for the actual time spent driving trucks from the last job-site to the shop, or from the last stop when returning from the last job-site to the shop if the stop is for a legitimate business purpose related to the roofing work which has been performed, at their applicable straight time rates of wages only. When such driving occurs during an overtime period, the applicable overtime wage rate shall be paid.

On no occasions are fringe fund contributions required until employees driving trucks reach the first job-site, or the first roofing related business stop as described above. At such time, fringe fund contributions which are applicable to the employee's classification or category will commence and will continue for all the time for which the employee is paid wages until the employee leaves his/her last job-site, or the last roofing related business stop as described above, following which no further fringe fund contributions are required for that work day.

- (b) Employees shall be compensated for the actual time spent driving trucks from the first roofing related business stop as described in Section 2(a) above to the first job-site, if applicable; from job-site to job-site; and from the last job-site to the last roofing related business stop, if applicable; at their applicable straight time rates of wages. When such driving occurs during an overtime period, the applicable overtime wage rate shall be paid.

For such driving, fringe fund contributions which are applicable to the employee's classification or category shall be paid.

- (c) Any employee may drive a truck with preference being given to Foremen and Journeymen who have a valid California driver's license and who are acceptable to the Employer's insurance company.
- (d) The payment of "wages" for any activity does not make that activity into "work" if it would not otherwise be considered to be work.

Section 3. Employees shall be reimbursed for their costs and expenses of travel as follows:

- (a) There is a free zone of forty-five (45) miles radius from the Individual Employer's shop.
- (i) Unless required to report to the shop, employees shall not be compensated for the time spent traveling within the free zone radius from the Individual Employer's shop to the initial job-site for the day, or to the first stop on the way to the initial job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and for the time spent traveling from the last job-site each day to the shop, or from the last stop when returning from the final job-site to the shop if the stop is for a legitimate business purpose related to the roofing work which has been performed. The normal dispatch of employees to a project is not work and does not start an employee's work for the day, nor is the return from a job or a roofing

related business stop to the shop work.

- (ii) If employees who are traveling from the shop to a job-site stop en route for a legitimate business purpose related to the roofing work which is to be done, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category will commence at the stop and will continue until the employee reaches the job-site.
- (iii) If employees who are returning from a job-site to the shop at the end of the work day stop en route for a legitimate business purpose related to the roofing work which has been performed, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category will continue until the employee reaches the last roofing related business stop, following which no further wages or fringe fund contributions are required for that work day.
- (iv) If employees travel from job-site to job-site within the free zone during the regular work day, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category shall be paid.
- (v) When traveling described in subparagraphs (ii), (iii) or (iv) above occurs during an overtime period, the applicable overtime wage rate shall be paid.
- (b) For travel expenses beyond the free zone the Individual Employer shall reimburse the employee thirty-four (\$34.00) dollars per day.
- (c) However, at the Individual Employer's option, instead of reimbursing the employee for travel expense as provided in subparagraph (b) above, the Individual Employer may compensate the employee for time spent in traveling beyond the free zone as follows:
 - (i) For the actual time of travel from the Individual Employer's free zone radius border to the initial job-site for the day, or to the first stop on the way to the initial job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and from the last job-site, or from the last stop when returning from the final job-site if the stop is for a legitimate business purpose related to the roofing work which has been performed, to the Individual Employer's free zone radius border at the employee's applicable straight time rate of wages only.

When such traveling beyond the free zone radius occurs during an overtime period, the applicable overtime wage rate shall be paid.

Such travel expense beyond the free zone radius is compensatory up to a maximum of thirty-four (\$34.00) dollars per day.

On no occasions are fringe fund contributions required until employees who are traveling reach the first job-site, or the first roofing related business stop as described above, which are located beyond the free zone radius. At such time, fringe fund contributions which are applicable to the employee's classification or category will commence and will continue for all the time for which the employee is paid wages until the employee leaves his/her last job-site, or the last roofing related business stop as described above, following which no further fringe fund contributions are required for that work day.

- (ii) Employees shall be compensated for the actual time spent traveling from the first roofing related business stop beyond the free zone radius as described in subparagraph (c)(i) above to the first job-site, if applicable; traveling between jobs beyond the free zone radius; and traveling from the last job-site to the last roofing related business stop beyond the free zone radius, if applicable; at their applicable straight time rates of wages.

When such travel beyond the free zone radius occurs during an overtime period, the applicable overtime wage rate shall be paid.

When such travel beyond the free zone radius occurs, fringe fund contributions which are applicable to the employee's classification or category shall be paid.

- (d) The payment of "wages" for any activity does not make that activity into "work" if it would not otherwise be considered to be work.
- (e) Employees will continue to receive mileage from the Individual Employer's shop when transportation is not furnished by the Employer and employees are requested to use their own cars as provided in Section 6 of this ARTICLE.

Section 4.

- (a) For the purpose of clarification, a shop shall be defined as a regular established place of business in which roofing materials are regularly stored and from which workmen and equipment are dispatched. Any Individual Employer establishing an additional shop or shops must have them in actual existence and operating one hundred twenty (120) days before a job-site is started for the purposes of this ARTICLE.
- (b) Local No. 81 will continue to maintain two offices for dispatching purposes, one located in Oakland and the other located in San Rafael.
 - (i) For any Individual Employer with an established shop located in Alameda or Contra Costa Counties and doing work within Alameda or Contra Costa Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE.
 - (ii) For any Individual Employer with an established shop located in Alameda or Contra Costa Counties and doing work within Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE insofar as his/her regular employees are concerned. If the Employer elects to hire any additional employees covered by this Agreement for the particular project, at the Employer's option, the Employer may use either the office of Local No. 81 in San Rafael or his/her established shop for the purposes of this ARTICLE for such newly hired employees for that particular project.
 - (iii) For any Individual Employer with an established shop located in Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties and doing work within any of those six Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE.
 - (iv) For any Individual Employer with an established shop located in Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties and doing work within Alameda or Contra Costa Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE insofar as his/her regular employees are concerned. If the Employer elects to hire any additional employees covered by this Agreement for the particular project, at the Employer's option, the Employer may use either the office of Local No. 81 in Oakland or his/her established shop for the purposes of this ARTICLE for such newly hired employees for that particular project.
 - (v) For any Individual Employer with an established shop outside the territorial jurisdiction of Roofers' Local Union No. 81 and doing work within Alameda or Contra Costa Counties, the Oakland office of Local No. 81 shall be classed as his/her shop for the purposes of this ARTICLE.
 - (vi) For any Individual Employer with an established shop outside the territorial jurisdiction of Roofers' Local Union No. 81 and doing work within Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties, the San Rafael office of Local No. 81 shall be classed as his/her shop for the purposes of this ARTICLE.

See amendment Section 5. When it is necessary for an employee to remain out of town overnight, the Individual Employer agrees to pay all reasonable expenses. When previous arrangements have not been made, each employee shall be reimbursed not less than thirty-four (\$34.00) dollars per day for such expenses.

See amendment Section 6. Use of Employee's Car. When the Individual Employer does not furnish transportation and employees are requested to use their own cars when traveling from shop to job, or job-to-job, or job to shop, they shall receive thirty-five (\$0.35) cents per mile.